

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****
BPO NO: 001B1400576 PRINT DATE: 04/01/11 PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: 1311683563 QPR DIVISION OF QUIKRETE 2807 BLUEBELL CT ABINGDON, MD 21009 (319) 621-4865		REFER QUESTIONS TO: WALTER JOHNSON (410) 767-4605 WALTER.JOHNSON@DGS.STATE.MD.US
ITB: 001IT818117	EXPR DATE: 03/31/13 POST DATE: 03/31/11	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR TELEPHONE NUMBER: 1-(319) 621-4865

AGENCY CONTRACT
FOR
PORTABLE CHANGEABLE MESSAGE SIGNS

SCOPE OF CONTRACT: THE REQUIREMENT FOR SUPPLYING THE MD TRANSPORTATION AUTHORITY, STATE HIGHWAY ADMINISTRATION AND OTHER USING AUTHORITIES WITH THEIR NEED FOR PORTABLE CHANGEABLE MESSAGE SIGNS FOR THE PERIOD.

CONTRACT PERIOD: DATE OF AWARD THRU MAY 31, 2013 (2 YEARS) WITH AN OPTION TO EXTEND FOR ONE ADDITIONAL YEAR.

CONTRACT REQUIREMENTS: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES

BASIS OF AWARD: THE AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER ON A LOT AWARD BASIS ALL ITEMS INCLUSIVE.

PURCHASE CARD PROCUREMENT: THE STATE OF MARYLAND PURCHASING CARD MUST BE ACCEPTED FOR PURCHASES MADE AGAINST THIS CONTRACT WITHIN PROCUREMENT OFFICERS' CARD LIMITATION OF \$5,000.00.

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DELIVERY: SHALL BE MADE EXPEDIOUSLY AS POSSIBLE F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO THE LOCATIONS STATED IN THE SPECIFICATIONS AND THROUGHOUT THE STATE OF MARYLAND UPON RECEIPT OF ORDER FROM THE USING AGENCY. EQUIPMENT SHALL BE SHIPPED READY TO USE WITH ALL REQUIRED ATTACHMENTS AND INITIAL ACCESSORIES ORDERED ATTACHED. ITEMS ORDERED BY AGENCY AFTER SHIPMENT OF UNIT MAY REQUIRE AN INSTALLATION CHARGE BY VENDOR.

SPECIAL NOTE: THE AWARD IS FOR NEW OR CURRENT EQUIPMENT UNDER NO CIRCUMSTANCES MAY "DEMOS" OR "USED" EQUIPMENT BE SOLD UNDER THIS CONTRACT.

EQUIPMENT RECALL NOTICE: THE CONTRACTOR MUST IMMEDIATELY NOTIFY DGS AND THE USING AGENCY OF ANY RECALLS PERTAINING TO EQUIPMENT ON CONTRACT OR PURCHASED.

ENVIRONMENTALLY PREFERABLE PRODUCTS: AS PART OF THE STATES EFFORTS TO REDUCT THE AMOUNT OF WASTE GOING TO LANDFILLS, MINIMIZE THE USE OF TOXIC CHEMICALS AND LESSEN THE STATE'S OVERALL IMPACT ON THE ENVIRONMENT, THIS SOLICITATION ALSO SEEKS TO PROMOTE THE USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS (EPPS) FOR OUTDOOR EQUIPMENT WHEREVER POSSIBLE.

CONTRACT ACCEPTANCE: THE VENDOR WILL BE BOUND TO THE TERMS AND CONDITIONS, STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND IN THE INSTRUCTIONS PROVIDED HEREIN FOR THE DURATION OF THE CONTRACT UNLESS OTHERWISE CANCELED BY THE DEPARTMENT OF GENERAL SERVICES. ALL EQUIPMENT MUST MEET FEDERAL AND STATE REGULATIONS AND GOVERNMENT SAFETY STANDARDS WHERE APPLICABLE.

USAGE REPORT: THE STATE OF MD DEPARTMENT OF GENERAL SERVICES, OFFICE OF PROCUREMENT AND LOGISTICS HAS IMPLEMENT A PROGRAM TO REVIEW ALL STATEWIDE CONTRACT REQUIREMENTS AND ASSESS CONTRACT USAGE OF STATE AGENCIES. UNDER THE TERMS OF THE CONTRACT, EVERY SIX MONTHS, BEGINNING WITH THE "START DATE" A USAGE REPORT SHOULD BE SUBMITTED TO THE DEPT. OF GENERAL SERVICES. THIS REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEMS DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, NUMBER OF ORDERS PLACED BY STATE AGENCY, NUMBER OF ORDERS PLACES PER CONTRACT, AND THE END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SEND YOU REPORT TO DEPT. OF GENERAL SERVICES, OFFICE OF PROCUREMENT AND LOGISTICS, 301 W. PRESTON STREET, ROOM M-3, BALTIMORE, MARYLAND 21201, ATTN: WALTER JOHNSON. YOU MAY FAX THE REPORT TO (410) 333-7022. THE REPORT IS DUE WITHIN TEN (10) DAYS AFTER EVERY REPORT PERIOD. FAILURE TO PROVIDE THIS REPORT MAY RESULT IN DEFAULT OF THIS

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TERMS (cont'd):

CONTRACT AND THE CONTRACT MAY BE TERMINATED IMMEDIATELY.

OPEN MARKET CLAUSE: THE USING AGENCY MAY PURCHASE ON THE OPEN MARKET THE ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN THE CASE OF FAILURE BY THE VENDOR TO PROVIDE PRODUCT. VENDOR WILL BE CHARGED THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PURCHASE PRICE FROM ANOTHER VENDOR TO MEET THE NEED.

ORDER PROCEDURE: USING AGENCIES SHALL ISSUE A HARD COPY PURCHASE ORDER SHOWING BILL TO AND SHIP TO ADDRESS TO THE VENDOR FOR INVENTORY COMMODITIES BY THIS CONTRACT. RELEASE SHALL BE MADE BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS. DGS RESERVES THE RIGHT TO ADD OR REMOVED PRODUCTS FROM THE CONTRACT AT ANYTIME TO REFLECT NEW, MORE BENEFICIAL PRODUCTS, REGULATORY RESTRICTIONS OR ENVIRONMENTAL CONCERNS AND/OR IF IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE STATE OF MARYLAND.

TAX PAYMENT: THE STATE OF MARYLAND IS EXEMPT FROM FEDERAL AND STATE TAXES AND WILL NOT PAY OR REIMBURSE SUCH TAXES.

WARRANTY: NORMAL WEAR AND TEAR ITEMS SHALL BE WARRANTED IN ACCORDANCE WITH MANUFACTURER'S STANDARD. SHALL BE HONORED BY ALL AUTHORIZED MANUFACTURER DEALERS IN THE STATE OF MARYLAND. THE WARRANTY PERIOD FOR ALL COVERAGE BEGINS ON THE DATE THE EQUIPMENT IS ACCEPTED.

ADDITIONAL USER CLAUSE:

PURSUANT TO ARTICLE 41, SECTION 18-291 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN THE (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

1. A COUNTY OR BALTIMORE CITY;
2. A MUNICIPAL CORPORATION;
3. A GOVERNMENTAL AGENCY IN THE STATE;
4. A PUBLIC OR QUASI-PUBLIC AGENCY THAT;
 - (I). RECEIVES STATE MONEY; AND
 - (II). IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3)
5. A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT;
 - (I). EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOL, AND
 - (II). IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE; OR
6. A NONPUBIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE. A PRIVATE ELEMENTARY OR SECONDARY SCHOOL SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO

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TERMS (cont'd):

BUT NOT IN SUBSTITUIN FOR THE APPLICABLE PURCHASING POWER
GRANTED TO ANY OF THE LISTED ENTITIES TO ANY STATUTORY OR
CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A
UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF
MARYLAND MAY BE HELD LIABLE IN CONTRACT; (1) SHALL CONSTITUTE A
PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2)
SHALL NOT CONSTITUTE A PURCHASE OF CONTRACT OF THE STATE OF MARYLAND;
(3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND
OR ANY OF ITS UNITS OR AGENCIES AND; (4) MAY BE SUBJECT TO OTHER
TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.
CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY
FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A
UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE
ENFORCED AGAINST THE STATE OF MARYLAND.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	55096-131000	EA	15,611.0000

VARIABLE MESSAGE BOARD, TRAILER MOUNTED PER APPROVED MODELS ON THE
STATE HIGHWAY ADMINISTRATION QPL LISTING (NO EXCEPTION).

STATE MANUFACTURER & MODEL: PRECISION SOLAR CONTROLS MODEL SMC-1000ST
SOLAR MESSAGE CENTER

END OF ITEM LIST

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE ADDRESS ON ALL INVOICES.
FAILURE TO DO SO MAY RESULT IN DELAYOF PAYMENT. ALL PRODUCTS USED IN
PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE
TO BE MADE OF RECYCLED, RECYCLABLE AND/OR BIODEGRADABLE MATERIALS.

CONTRACT WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR
21.11.08. DRUG AND ALCOHOL FREE WORKPLACE AND THAT THE CONTRACTOR
SHALL REMAIN IN COMPLIANCE THROUGHTOUT THE TERMS OF THIS PURCHASE
ORDER.

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TERMS (cont'd):

STATE VENDOR FEDERAL TAX IDENTIFICATION NUMBER: 31-1683563

STATE VENDOR TELEPHONE NUMBER: 1-(319) 621-4865

STATE VENDOR CONTACT PERSON: ZACHARY LOVETT

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AUTHORIZED BY: 

BUYER AUTHORIZED DESIGNEE

DATE: 04/01/11